PRIMARIES SATURDAY; COMMITTEE MONDAY

On next Saturday night the Republican primaries will be held all over the Territory for the purpose of electing delegates to the Territorial Convention and also electing district committees.

On Monday night following the elections the Republican Territorial Central Committee will meet to decide, among other things, where the convention shall be held. Honolulu and Hilo are the two places mentioned, with Hilo somewhat in the lead.

GUESTS AT THE HALEIWA HOTEL

Following are registrations at Haleiwa for week ending July 31, 1904: W. F. Lehigh, J. N. S. Williams, Puunene, Maui; C. H. Kluegel, Honolulu; R. A. Cooke, G. P. Cooke, F. D. Lowrey; N. L. Filney, Orange, N. Y.; A. L. Castle, Honolulu; Harry A. Weiss, Waialua, Oahu; Allan Herbert, Edward C. Brown, C. C. Bitting, Honolulu; Dr. Clarence Forhnestock, New York City; Geo. H. Angus, T. Ah Kong, Marston Campbell, W. H. Babbitt, Mrs. M. C. Widdifield, Honolulu; W. Motoshige, J. P. Mederios, R. Yammamoto, Waialua, Oahu, H. T.; F. Hayselden, Mrs. A. S. Humphreys and three children and nurse, B. F. Chapman, Master Johnny Chapman, Miss Ida M. Poston, James and wife, Mr. and Mrs. John Effinger, Miss Effinger, Miss Eleanor Effinger, Miss Louise Effinger, Miss Alice Effinger, Master Geo. H. Effinger and servant, Mrs. J. W. Bergstrom and child, Stanley Stephenson, Thos. Cahalan, Matthews Heffner, John McGuire, J. Rosensten, W. C. Hooper, A. S. Humphreys, Honolulu; Geo. T. Kluegel, Miss W. Beal, Berkeley; Miss N. Meek, Berkeley; A. H. Moffitt, San Francisco; W. W. Arkley, Berkeley; J. L. Robertson, Honolulu; Miss Gertrude Mason, Miss Maude Mason, J. W. Mason, Hilo; E. W. Quinn, A. M. Hurtt, Honolulu; Ray Chambaud, Jessie Frazier, E. P. O'Brien, H. C. Marsales, F. J. Fitzpatrick, D. J. Styne, Honolulu; Frank L. Webster, Seymdon Wilson, Jos. J. Arnold, Geo. P. Denison, Wm. W. Goodale, Waialua; Oswald Mayall, Southwick, England.

Vanilla From Hawaii.

The vanilla supply of the United States, which is now being obtained from Mexico and other tropical countries, may hereafter be secured within its own territory, as experiments show it can be produced in the Hawaiian Islands and made an exceptionally profitable crop. It is sold according to quality from $1 to $15 a pound, and it is stated that the difference in quality is due primarily to the attention given the plant in cultivation. There is now only one plantation of consequence in the Hawaiian Islands, but it is predicted that there will soon be many more. Castor beans and pepper, while not so profitable, can also be grown on the islands.—N. Y. Tribune.

Was No Evidence.

Charles S. Desky was discharged in Police Court yesterday. He had been charged with gross cheat in selling a steam condenser from the Pacific Heights Railway power house when the machine had a mortgage on it. No evidence was introduced to prove any misrepresentation and Mr. Desky was discharged. E. Geneau, charged with the murder of Ulysses Harris, was committed to the Circuit Court. Natsu was fined $150 for selling liquor without a license.

Filed Foreclosure.

Mark P. Robinson, Joseph O. Carter, Paul Muhlendorf and Bathsheba M. Allen as executors under the will of S. C. Allen, deceased, have filed petitions for foreclosure of mortgages against Akoma, on property at River street and Magoon lane, and against Ching Fat and Lum Tong Sam on Waikiki beach property.

Fell From Window.

A native by the name of Pupokea fell from a second story window of a boarding house last night and was killed. The body was taken to the morgue.

Last Night's Arrests.

Lui Ake was arrested last night for assault and battery on J. G. Franca. Two men were arrested for playing at che fa. Two drunks were arrested.

JOY AND SORROW

Notley Loses---Hays Is O. K. --- Hackfeld Must Pay.

Charles Notley on Monday received a nomination at the hands of the Home Rule party for delegate to Congress; yesterday the Supreme Court decided he had no right to the property of his father, deceased, whose will disinherited him. "So soon shall joy be followed by sorrow," is aptly illustrated in Mr. Notley's case.

The decision is written by Chief Justice Frear and is also signed by Justice Hatch and Judge De Bolt of the Circuit Court sitting in place of Justice Hartwell. The judges deny the rehearing applied for, and find that no palpable error was shown.

The opinion, in part, says: "The will and codicils were admitted to probate by a circuit judge at chambers. On contestants' appeal to the Circuit Court on the issue of undue influence, a different judge presiding, a verdict was directed for the proponents on the ground that there was no evidence of undue influence that could properly be submitted to the jury. On contestants' exceptions, this court sustained the directed verdict. Contestants then moved for a rehearing, their principal contention being that the court in holding that there was not sufficient evidence of undue influence to go to the jury, did so on the erroneous theory that, in order that indirect or circumstantial evidence of undue influence (that being the character of the evidence relied on) should be submitted to the jury, it should be of a nature clear and convincing to the court, whereas the court should have proceeded on the theory that any evidence more than a scintilla would be sufficient. The court denied the motion for rehearing, holding that the original decision did not bear out the contestants' contention as to the construction of that decision. The contestants now move a second time for rehearing. Accepting the statement of the court as to its construction of the original decision, but contending that they were justified in placing upon that decision the contruction which they relied on in their first motion for a rehearing and that this fact together with their claim that the original decision was a "palpable error and grievous wrong" is sufficient justification for their filing this second motion for a rehearing.

It remains true that this matter was presented with unusual thoroughness and earnestness at the original hearing and that to grant a rehearing would be to do so merely that the case might be presented again substantially as at that hearing in the hope that the court might be induced to come to a different conclusion, and we may add now that no sufficient showing has been made that the original decision was a "palpable error and grievous wrong," which is the chief claim relied on to justify this second motion for a rehearing. The motion is denied.

SEAL NOT ONLY THING.

The Supreme Court yesterday filed a decision in the case of Thos. Mullen vs. John Walker, the exceptions of plaintiff from rulings made in the First Circuit Court being sustained.

The case came to the Supreme Court on plaintiff's exceptions, the first grounds being against the granting of defendant's motion to set aside the service of summons on the ground that the copy served upon the plaintiff did not bear the seal of the court, and second, the denial of plaintiff's motion to amend the said copy by placing the seal thereon.

The trial court made these rulings against its own views, on the supposition that it was bound to do so by the decision of the Supreme Court in Hayashi vs. Iwata, 14 Haw. 627. In the opinion of the Supreme Court the view of the trial court was correct, and the decision referred to did not require it to hold otherwise. There were there two points of difference of importance: In that case both the seal of the court and the signature of the clerk were lacking while in this only the seal is lacking, and there was at that time no statute authorizing amendments of process while now there is such a statue in the Laws of 1903. The better view seems to be that when either the signature or the seal is present the process may be amended as to the other—at least under statutory authority to amend process. In such cases the court is not wholly without jurisdiction.

The case is remanded to the Circuit Court for further proceedings consistent with this decision.

T. McCants Stewart for plaintiff; W. T. Rawlins for defendant.

Clerk Geo. Lucas of the Supreme Court yesterday filed a remittitur remanding the case to Judge Robinson, with instructions to make and enter an order amending the copy of the summons therein, pursuant to the Supreme Court's decision.

DREDGER MEN WILL GET THEIR BONUS

A decision handed down yesterday by the Supreme Court by which Clark & Henery, contractors, who dredged the Pearl Harbor channel, win out against H. Hackfeld & Co., the decision of Circuit Judge De Bolt giving Clark & Henery one-third of $26,000, as bonus agreed to by Hackfeld & Co., and Castle & Cooke, being sustained. Castle & Cooke did not object to the payment of the bonus, but Hackfeld & Co. brought the matter into the Supreme Court. The Hackfeld side contended that the contract had not been satisfactorily carried out and therefore they were not under obligations to carry out the agreement. Justice Hatch wrote the decision, Chief Justice Frear and Judge Gear concurring. The opinion, in part, is as follows:

"A written instrument addressed to a firm of contractors, and signed by the respective agents of two corporations, which recites that the agents knowing that the directors of the corporation have this day pledged the above companies to pay you $26,000 upon the opening of Pearl Harbor, by the completion by you, and the acceptance by the United States Government of a channel into said Pearl Harbor of 200 feet wide at the bottom and 30 feet deep, do hereby guarantee said payment as per resolutions passed, copies of which are in your possession, is an absolute and independent undertaking on the part of those signing it to make the payment upon the contingency stated, and not a collateral contract of guaranty dependent for its validity upon the existence of another contract between the corporations and the contractors.

"The action of the contractors in such a case in entering into a contract for the dredging of Pearl Harbor and their completion of the work to the satisfaction of the United States government, which accepted the work, was sufficient acceptance of the guaranty contained in the written instrument signed by the defendants, and is sufficient to support a finding of an acceptance of the offer.

"Where the contractors, after the receipt of such writing from the defendant, entered into a contract with the United States Government to dredge Pearl Harbor, relying upon the undertaking of the defendants to pay them the sum of $26,000 in addition to the amount of their bid, the entering into such contract with the United States Government constituted a valuable consideration for the promise of the defendants to pay them the $26,000 additional, regardless of whether or not the defendants would be benefited thereby.

"The fact that the resolution of the directors of one of the companies pledged the company to pay part of the $26,000, provided that the agents of the company 'are satisfied that the opening of the channel to Pearl Harbor will open the same to commerce,' and that the contract of the defendants was to 'guarantee said payment as per resolutions passed,' did not render it necessary, in order to make such agents liable on their contract, for the contractors to prove that the agents were satisfied after the work was completed, that it opened the harbor to commerce as the action of the agents in signing the contract amounted to an unequivocal expression of satisfaction on their part that the opening of the channel, according to the specifications, would open the same to commerce."

Henry Smith, clerk of the Supreme Court, yesterday filed a remittitur in the above case, remanding the matter to the Circuit Court with instructions that the exceptions presented by the bill of exceptions of the defendant, Hackfeld & Co., Ltd., are overruled.

HOME RULERS CALL ON THE QUEEN

The Home Rulers met again at the Orpheum yesterday morning at 8 o'clock and adjourned sine die, and then went to Washington Place where ex-Queen Liliuokalani received them. At noon the delegates from Maui and Hawaii departed for their homes and those from Kauai went last evening.

DIRECT EVIDENCE.

The lawyer shook his finger warningly at the witness and said, "Now, we want to hear just what you know; not what some one else knows, or what you think, or anything of that kind, but what you know. Do you understand?"

"Wal, I know," said the witness, with emphasis, as he lifted one limber leg and laid it across the other, "I know that Clay Grubb said that Bill Thompson told him that he heard John Thomas's wife tell Sid Shuford's gal that her husband was there when the fight tuk place, and that he said that they slung each other around in the bushes right consid'able."—Youth's Companion.